

**REQUEST FOR PROPOSALS
No. ESDG550LGolds100025**

NOTICE TO VENDORS

The Iowa Department of Natural Resources (DNR)
will be receiving sealed proposals from pre-qualified applicants
until 8/25/09 for a
**Service Contract for
Environmental Management Systems
Pilot Program Consultant**

Late proposals will not be considered. For information regarding this notice, and throughout the competitive acquisition process, interested service providers shall contact only the **Issuing Officer**:

Brian Tormey, Bureau Chief
Land Quality Bureau
Iowa Department of Natural Resources
Wallace State Office Building
502 East 9th Street
Des Moines, Iowa 50319
Phone: (515) 281-8927
Fax: (515) 281-8895
E-mail: Brian.Tormey@dnr.iowa.gov

TABLE OF CONTENTS

CHAPTER 1 – ADMINISTRATIVE ISSUES

CHAPTER 2 - CONTRACTURAL TERMS AND CONDITIONS

CHAPTER 3 – SCOPE OF WORK REQUIREMENTS

CHAPTER 4 – SUBMISSION OF PROPOSALS

CHAPTER 5 - EVALUATION OF PROPOSALS

Appendix B – Elements of Environmental Management Systems

ATTACHMENTS

Attachment 1: Certification of Independence and No Conflict of Interest

Attachment 2: Contract Special Conditions Template

Attachment 3: Contract General Conditions Template

Attachment 4: Technical or Cost Proposal Title Page

Attachment 5: Positive Statement of Understanding of and Compliance with Chapter 1, Administrative Issues, and Chapter 2, Contractual Terms and Conditions

Attachment 6: Cost Proposal Format

Attachment 7: Prospective Vendor Proposal Certification

Attachment 8: Prospective Vendor Certification Regarding Debarment

Attachment 9: Prospective Vendor Authorization to Release Information

Attachment 10: Prospective Vendor Certification of Confidentiality and Nondisclosure Agreement

Attachment 11: Prospective Vendor Certification Regarding Registration, Collection and Remission of State Sales and Use Tax

**VENDORS ARE CAUTIONED TO FOLLOW ALL DIRECTIONS
IN THIS RFP OR RISK DISQUALIFICATION**

CHAPTER 1 ADMINISTRATIVE ISSUES

1.1 Purpose

The purpose of this RFP is to solicit proposals from the five pre-qualified service providers to assist the Solid Waste Alternatives Program Advisory Council (Council) in developing and implementing the new EMS program framework. The selected vendor will also work directly and individually with each of the six pilot areas. A list of tasks and expected outcomes is outlined further in the Scope of Work below. Respondents should provide a detailed description of their approach to completion of each of the required tasks.

1.2 Background

In the spring of 2008, the Iowa Legislature passed House File (HF) 2570, legislation that provides financial assistance from the existing Solid Waste Alternatives Program (SWAP) fund to develop and implement Environmental Management Systems (EMS) in solid waste planning areas across Iowa. The legislation identified six specific areas in which areas requesting EMS designation must make efforts: yard waste management, hazardous household waste collection, water quality improvement, greenhouse gas reduction, recycling services, and environmental education. The legislation also requires an annual compliance report that provides the means to determine if the EMS is making continuing progress in each area.

To begin this process, up to six pilot areas will be selected to carry out a continuous improvement process in which goals are dynamic and set by the planning areas to best protect the environment according to specific local needs and accomplishments.

The EMS pilot project is being overseen by the Council made up of nine members appointed by the Director of the Department of Natural Resources (Department). The Department is responsible for making recommendations for EMS designation and funding allocations to the Environmental Protection Commission - website: <http://www.iowadnr.gov/epc/index.html>.

This Request for Proposals (RFP) is a direct result of the Request for Qualifications process initiated by the Council in March 2009. Only entities pre-qualified through the RFQ process are eligible to submit proposals.

1.3 Inquiries and Communications

Brian Tormey, Bureau Chief	Phone: (515) 281-8927
Land Quality Bureau	Fax: (515) 281-8895
Iowa Department of Natural Resources	E-mail: Brian.Tormey@dnr.iowa.gov
Wallace State Office Building	
502 East 9 th Street	
Des Moines, Iowa 50319	

RFP Release Date: 6/30/09

1.4 Schedule of Events

Summary of Schedule of Events

The following dates are set forth for informational and planning purposes; dates are subject to change.

<u>Event</u>	<u>Date</u>
1. Issue RFP	06/30/09
2. Requests for Clarifications Due	07/17/09
3. Responses to Clarifications Distributed	08/4/2009
4. Closing Date for Receipt of Bid Proposals	08/25/2009
5. Announce Successful Vendor	09/25/2009
6. Completion of Contract Negotiations	October 2009
7. Begin Contract	October 2009

Please note that all times listed are Central Standard (Iowa) time.

1.5 General Information Regarding the Preparation and Submission of Bid Proposals

1.5.1 Preparation of the Bid Proposal

A bid proposal must be typewritten. Changes must be lined out and initialed. The proposal format set forth in Chapter 4 shall be followed. All answers given to the questions asked in the RFP are subject to verification. Misleading, conflicting or inaccurate answers shall be grounds for disqualification at any stage in the procurement process.

1.5.2 Economy of Presentation

Proposals shall not contain promotional or display materials. Proposals must address the technical requirements. All questions posed by the request for proposal must be answered concisely and clearly.

1.5.3 Multiple Proposals

If more than one method of meeting the requirements of this RFP is proposed by the same vendor, then each method should be labeled and submitted separately. Each bid proposal shall be evaluated separately.

1.5.4 Amendment to the RFP and Bid Proposal, and Withdrawal of Bid Proposal

The DNR reserves the right to amend the RFP at any time. The vendor shall acknowledge receipt of an amendment in its proposal. If the amendment occurs after the closing date for receipt of bid proposals, then the DNR may, in its sole discretion, allow vendors to amend their bid proposals in response to the DNR's amendment if necessary.

A vendor may amend its bid proposal at any time prior to the due date for bid proposals. The amendment must be in writing, signed by the vendor and received by the time set for receipt of proposals. Electronic mail and faxed amendments will not be accepted.

Upon written notice to the Issuing Officer, vendors submitting proposals in advance of the deadline may withdraw, modify, and resubmit proposals at any time prior to the deadline for submitting proposals. Electronic mail and faxed requests to withdraw proposals will not be accepted.

1.5.5 Cost of Preparation of Bid Proposal

The costs of preparation and delivery of the bid proposal shall be solely the responsibility of the vendor.

1.5.6 Proposals Firm and Irrevocable

It is intended that proposals will be evaluated and a Notice of Intent to Award will be issued as soon as possible following the deadline for receipt of proposals. Proposals must be held firm and irrevocable by vendors for a period of ninety (90) days following the deadline for receipt of proposals. In the event that the DNR and the successful vendor are negotiating a contract on or after the ninety days have elapsed from the date of the Notice of Intent to Award or the date on which any appeals relative to this procurement are resolved, whichever is later, the vendor agrees to hold its offer firm pending entering into a contract with the DNR.

1.5.7 Certification of Independence and No Conflict of Interest

By submission of a response to this RFP, the vendor certifies that the proposal was developed independently. The vendor also certifies that no relationship exists or will exist during the contract period between the vendor and the State that interferes with fair competition or is a conflict of interest. The State reserves the right to reject a proposal or cancel the award if, in its sole discretion, any relationship exists that could interfere with fair competition or conflict with the interests of the State. Vendors should complete and submit Attachment 1, *"Certification of Independence and No Conflict of Interest."*

1.5.8 Copy Rights

By submitting a proposal the vendor agrees that the State may copy the proposal for the purposes of facilitating the evaluation or to respond to requests for public records. The vendor consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party. The State will have the right to use ideas or adaptations of ideas, presented in the proposals.

1.5.9 Release of Claims

By submitting a bid proposal, the vendor agrees that it will not bring any claim or cause of action against the DNR or the State of Iowa based on any misunderstanding concerning the information provided herein or concerning the DNR's or the State's failure, negligent or otherwise, to provide the vendor with pertinent information as intended by this RFP.

1.5.10 Vendor Qualification Requirement

Prior to execution of a contract with a successful vendor, the successful vendor must be qualified to do business with the State of Iowa by registering with the Department of Administrative Services at http://das.gse.iowa.gov/gen_info/vendor_reg.html and with the Secretary of State at <http://www.sos.state.ia.us/business/form.html>.

1.5.11 Gratuities

Iowa Code chapter 68B restricts gifts that may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Each vendor is responsible to determine the applicability of this chapter to its activities and to comply with the requirements of the law. In addition, according to the provisions of Iowa Code section 722.1 it is a felony offense to bribe or attempt to bribe a public official. A vendor should not offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion,

RFP Release Date: 6/30/09

judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of these requirements will be turned over to the proper prosecuting attorney.

1.6 General Information Regarding Treatment of Bid Proposals

1.6.1 Rejection of Bid Proposals

The DNR shall reject outright and shall not evaluate proposals for any one of the following reasons:

- The vendor fails to deliver the bid proposal by the due date and time.
- The vendor fails to deliver the cost proposal in a separate envelope.
- The vendor states that a service requirement cannot be met.
- The vendor initiates unauthorized contact regarding the RFP with state employees.
- The vendor provides misleading, conflicting or inaccurate responses.

Any proposal may also be rejected outright for any one of the following reasons:

- The vendor fails to comply with or respond to any part of the RFP requiring a response.
- The vendor's response materially changes a service requirement.
- The vendor's response limits the rights of the DNR.
- The vendor consistently fails to timely include information necessary to substantiate that it will be able to meet service requirements and necessary for the proposal to be adequately evaluated. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.
- The vendor fails to timely respond to the State's request for information, documents, or references.
- The vendor fails to timely include any signature, certification, authorization, stipulation, disclosure or guarantee requested.
- The vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.

The DNR reserves the right to accept or reject any part of any proposal. The DNR reserves the right to reject any and all bid proposals, in whole and in part and without penalty, received in response to the RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the DNR to award a contract. This RFP is designed to provide vendors with the information necessary to prepare a competitive bid proposal. This RFP process is for the DNR's benefit and is intended to provide the DNR with competitive information to assist in the selection of a vendor to provide services. It is not intended to be comprehensive and each vendor is responsible for determining all factors necessary for submission of a comprehensive bid proposal.

1.6.2 Proposal Property of the Agency

All proposals become the property of the State of Iowa and shall not be returned to the vendor unless all proposals are rejected or the RFP is withdrawn by the DNR. In either event, vendors will be asked to send prepaid shipping instruments to the DNR for return of the bid proposals submitted. In the event no shipping instruments are received by the State, the bid proposals will be destroyed by the State. Otherwise, at the conclusion of the selection process, the contents of all proposals will be placed in the public domain and be opened to inspection by interested parties subject to the exceptions provided in Iowa Code Chapter 22 or other applicable law.

1.6.3 Proposal Obligations

The content of the proposal and any clarification thereto submitted by the successful vendor shall become a part of the contractual obligation and incorporated by reference into the ensuing contract.

1.6.4 Conflicts between Terms

The DNR reserves the right to accept or reject any exceptions taken by the successful vendor to the terms and conditions of this RFP. Should the successful vendor take exception to the terms and conditions required by the DNR, the successful vendor's exceptions may be rejected and the DNR may elect to void award of the contract. The DNR may elect to negotiate with successful vendor regarding contract terms that do not materially alter the substantive requirements of the RFP or the contents of the vendor's proposal.

1.6.5 Choice of Law and Forum

This RFP and the resulting contract are to be governed by the laws of the State of Iowa. Changes in the applicable laws and rules may affect the award process of the resulting contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation of actions commenced in connection with this RFP shall be brought in the Polk County District Court for the State of Iowa. If jurisdiction is not proper in Polk County District Court, then the action shall be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum.

1.7 Information Regarding the Evaluation Process

1.7.1 Verification of Bid Proposal Contents

The content of a bid proposal submitted by a vendor is subject to verification. Misleading or inaccurate responses shall result in disqualification.

1.7.2 Information from Other Sources

The DNR reserves the right to obtain and consider information from other sources concerning a vendor, such as the vendor's capability and performance under other contracts.

1.7.3 Reference Checks

The DNR reserves the right to contact any reference to assist in the evaluation of the bid proposal, to verify information contained in the bid proposal and to discuss the vendor's qualifications and the qualifications of any subcontractor identified in the bid proposal.

1.7.4 Oral Presentation

At the request of the DNR, any vendor may be required to make an oral presentation to supplement its written proposal to assist in understanding or clarifying the proposal. Any information received shall not be considered in the evaluation of the Vendor's proposal if it materially alters the content of said proposal. Any cost incidental or related to the vendor presentation shall be solely the responsibility of the vendor and the vendor shall not be compensated by the DNR therefor.

1.7.5 Written Clarification by Vendor

RFP Release Date: 6/30/09

The DNR reserves the right to contact a vendor after the submission of bid proposals for the purpose of clarifying a bid proposal to ensure mutual understanding. The DNR shall request the clarification in writing. Information received in response to the DNR's written request shall not be considered in the evaluation if it materially alters the content the vendor's proposal.

1.7.6 Nonmaterial and Material Variances

The DNR reserves the right to waive minor deficiencies in a bid proposal if, in the sole judgment of the DNR, its best interests will be served to do so. The decision regarding whether a deficiency may be waived or will require the rejection of the proposal shall be solely within the discretion of the DNR. **Each vendor is specifically notified that failure to comply with or response to any part of this RFP requiring a response shall result in rejection of its proposal as non-responsive.**

1.7.7 Proposal Evaluation and Award

All proposals submitted shall be evaluated in accordance with the requirements set forth in Chapter 4 of this RFP. Any contract resulting from this RFP shall not necessarily be awarded to the vendor with the lowest prices. Instead, this contract shall be awarded to the compliant vendor who has the greatest number of points awarded as a result of the evaluation process.

1.7.8 Notice of Intent to Award

A Notice of Intent to Award a contract, if one is issued, will be sent by mail to the successful vendor. Copies of the Notice of Intent to Award a contract will be sent by mail to all vendors submitting a timely proposal. After the announcement of the apparent successful vendor, negotiation and execution of the contract shall commence.

1.7.9 Acceptance Period

Following the Notice of Intent to Award, if the apparent successful vendor fails to negotiate and deliver an executed contract within 90 days from the date of award, the State, in its sole discretion, may cancel the award and award the contract to the next highest ranked vendor or withdraw the RFP.

1.8 Information Regarding Confidentiality of Bid Proposals and Public Announcements

1.8.1 Proposal Announcement

The names of the vendors who submitted proposals within the time frame permitted will be immediately available after the proposal due date to any person who requests such information. The announcement of names of vendors who submitted a proposal **does not** mean that an individual proposal has been deemed technically compliant and therefore is accepted for evaluation.

1.8.2 Contents of Bid Proposals Confidential

The contents of proposals shall remain confidential until the Evaluation Committee has reviewed all of the bid proposals submitted in response to this RFP and the DNR has announced a Notice of Intent to Award a contract. See Iowa Code section 72.3. Additionally, all scoring shall remain confidential prior to the issuance of a Notice of Intent to Award a contract. Following issuance by the DNR of a Notice of Intent to Award a contract, all proposals and scoring will become public information, subject to the provisions of Iowa Code chapter 22, 561 Iowa Administrative Code chapter 2, and other applicable law.

1.8.3 Public Records and Requests for Confidential Treatment

RFP Release Date: 6/30/09

Following the conclusion of the selection process, the DNR may treat all information submitted by a vendor as public information unless the vendor properly requests at the time of submitting the proposal that information be treated as confidential and the vendor receives confirmation from the DNR that the vendor's request for confidential treatment has been granted.

Each vendor is encouraged to familiarize itself with the applicable provisions of law prior to submitting a bid proposal.

Any requests for confidential treatment of information must be included in a cover letter with the vendor's proposal and must enumerate the specific grounds in Iowa Code Chapter 22, 561 Iowa Administrative Code chapter 2, and other applicable law which support treatment of the material as confidential and must indicate why disclosure is not in the best interests of the public. The request must also include the name, address, and telephone number of the person authorized by the vendor to respond to any inquiries by the DNR concerning the confidential status of the materials.

Any documents submitted which contain confidential information must be marked on the outside as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information. The confidential information must be clearly identifiable to the reader wherever it appears. All copies of the proposal submitted, as well as the original proposal, must be marked in this manner.

In addition to marking the material as confidential material where it appears, the vendor must submit one hard copy, and one electronic copy on CD, of the proposal, both marked '**Public Copy**' from which the confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the document as possible. The 'Public Copy' be submitted with the cover letter and will be made available for public inspection.

The vendor also shall include in its cover letter requesting confidential treatment a justification of its request prepared according to the provisions of 561 Iowa Administrative Code sections 2.5(2) and 2.5(7). The vendor shall specify the precise period of time for which confidential treatment is requested.

An entire proposal shall not be marked confidential. Only those sections meeting the criteria in Iowa Code Chapter 22 for confidentiality may be marked confidential information. **Costs that will be incorporated into any resulting contract can not be deemed confidential.**

The vendor's failure to request confidential treatment of material pursuant to this section and the relevant laws and administrative rules shall be deemed by the DNR as a waiver of any right to confidentiality which the vendor may have had.

1.8.4 News Releases

News releases or other materials made available to the public, the vendor's clients or potential clients pertaining to this procurement or any part of the proposal shall not be made without the prior written approval of the DNR.

CHAPTER 2

CONTRACTURAL TERMS AND CONDITIONS

2.0 Preface

Any contract(s) resulting from this RFP between the State and the successful vendor shall be a combination of the specifications, terms and conditions of this RFP; the offer of the vendor contained in the vendor's proposal; written clarifications or changes made in accordance with the provisions herein; and any other terms deemed necessary or acceptable by the DNR.

Any resulting contract shall be available to the public as part of the public record in accordance with applicable law.

2.1 Selection Contingent Upon Contract Negotiations

The initial selection of a bidder means that the DNR will negotiate in good faith with the selected bidder in expectation of executing a contract. If the DNR determines within its sole discretion that it cannot execute a contract with the selected bidder, then it may select a new bidder based on the next highest score or reissue an RFP at a later time.

2.2 Acceptance of Terms and Conditions

By submitting a proposal, each vendor acknowledges its acceptance of the specifications, terms and conditions of a contract contained in this RFP, without change except as otherwise expressly stated in its proposal, and of the specifications, terms and conditions of the contract forms found in Attachment 2, "*Contract Special Conditions*" and Attachment 3, "*Contract General Conditions*." If a vendor takes exception to a provision, it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by the DNR, as determined in its sole discretion, resulting in possible disqualification of the vendor's proposal. With regard to the "Special Conditions," DNR and the successful vendor may agree to modifications to the terms of the "Special Conditions" as necessary to negotiate the terms of a contract.

A vendor's failure to state an exception to any provision and propose alternative language may be deemed by the DNR to constitute vendor's acceptance thereof. The State reserves the right to refuse to enter into a contract with the successful vendor for any reason, even after delivery of notice of selection or intent to award a contract.

The terms and conditions as stated herein relate only to this RFP, and do not extend to other or future contracts a prospective vendor may currently have or may have in the future with the DNR, nor do the terms and conditions as stated herein relate to any other DNR procurement which may be in process.

2.3 Agreement Term and Renewals

The term of the contract shall be for a period of 12 months from the date of execution unless terminated earlier in accordance with the terms of the contract. The effective date of the contract shall not precede the date upon which both parties have signed the contract and the date upon which the contract is approved by the Environmental Protection Commission or the Natural Resources Commission, if such approval is required. DNR shall have the sole option to renew and extend this Contract for subsequent periods, adding up to no more than 6 years total, by executing a signed contract amendment prior to the expiration of this Contract.

2.4 Ownership of Deliverables

By submitting a proposal, each vendor agrees that all materials, work product and other deliverables (the "Deliverables") to be produced or provided under this contract and all intellectual property rights in or related to the Deliverables shall become and remain the sole and exclusive property of the DNR. The successful vendor will be required to assign all right, title and interest in and to all Deliverables that will be owned by the DNR. As the owner of such Deliverables and related intellectual property rights, the DNR may, without limitation: (i) obtain and hold copyrights, patents or such other registrations or intellectual property protections with respect to the Deliverables as may be desirable or appropriate, (ii) adapt, change, modify, edit or use the Deliverables as the DNR sees fit, including in combination with the works of others, (iii) prepare derivative works based on the Deliverables and publish, display and distribute any Deliverable(s) in any medium, and (iv) sell, license, sublicense, lease, or permit others to use the Deliverables and any intellectual property rights therein or related thereto, all without payment of any additional compensation to vendor.

2.5 Accounting System Audit

Pursuant to the provisions of 81 IAC Chapter 26, prior to signing a service contract which exceeds \$150,000.00, the DNR shall obtain from the Auditor of State a certification stating that the vendor has an accounting system adequate to effect compliance with the terms and conditions of the contract. The vendor may be required to submit to an audit, if necessary, and shall pay for the audit, in accordance with the provisions of Iowa Code Section 11.36.

CHAPTER 3 SCOPE OF WORK REQUIREMENTS

3.0 Purpose of RFP

The purpose of this RFP is listed under Section 1.1.

3.1 Background

The background is listed under Section 1.2.

3.2 Description of Scope of Work. DNR seeks to obtain a Contractor to perform the following tasks:

The selected qualified individual(s), organization(s) or firm(s) shall be responsible for coordinating, developing and executing the following project requirements:

Task 1: Act as an advisor to the nine-member Solid Waste Alternatives Program Advisory Council (Council). The consultant is expected to attend each Council meeting in person or via phone/conference call and to respond to requests for information as directed by the Department or Council. This is expected to include but shall not be limited to periodic status reports about progress by and with each of the six pilot areas. Reports should be provided to the Department for distribution to Council members no later than one week prior to Council meetings.

Task 2: Provide assistance to EMS pilot project participants as they evaluate their programs and identify activities to address the 10 "Elements of Environmental Management Systems" listed in Appendix B.

The Council anticipates selecting up to six pilot areas to participate in this effort prior to the consultant being hired. Pilot areas will be selected from Iowa's current solid waste planning areas (or portions thereof). Planning area regions are described in detail on the Iowa DNR Comprehensive Planning webpage: <http://www.iowadnr.gov/waste/sw/compplan.html>. Some potential pilot areas may have already begun working on a continuous improvement process, while others will not yet have started this process. All have completed at least five comprehensive solid waste management plans and have implemented a variety of waste reduction and recycling efforts throughout their service areas with varying levels of success.

The purpose of this task is **not** for the consultant to complete evaluations and goal setting for each pilot area; but rather for the consultant to work with the pilot areas jointly and individually to develop appropriate and reusable evaluation and goal-setting procedures. This may include a joint training program on continuous improvement theories and practices. It may also include, as needed, the direct provision of assistance to pilot areas as they complete their first evaluation and goal-setting process. The pilot areas are expected to provide an output to the Council that identifies:

- The assessment process used
- Current status of implementation and performance of local programs in each of the six component areas required by HF 2570
- Goals for each of the six component areas
- Improvement steps and resource requirements for each of the six component areas
- Prioritization of the goals and steps and a timeline

The Council anticipates this output from each pilot area being the basis for application for funding, if needed, from the annual funds set aside by HF 2570 and distributed by the Council.

Task 3: Help the Council develop the outline and processes for the annual compliance report. This is the system by which the Council will review individual participant progress and determine ongoing EMS status. The consultant will work with the Council in reviewing the first round of compliance reports. This effort will also result in lessons learned that should be incorporated in the Task 3 output.

Task 4: Project management. Provide a detailed outline of your approach to management of the project, including planned schedule, coordination and communication with the Department and Council; lists of deliverables; quality assurance and control processes; and invoicing procedures. This should be considered a separate task in your work scope.

CHAPTER 4

SUBMISSION OF PROPOSALS

4.0 Proposal

In the first year of the project, the Council has specified that up to \$225,000 of the available \$600,000 budget will be allocated for a consultant. Remaining funds are reserved to provide funding for pilot projects and for support of the Council. Proposers should provide a budget range to accompany their proposed scope of work for each of the tasks presented above. However, the Department reserves the right to negotiate and prioritize the specific work tasks proposed to be performed and the allocation of funding for the various tasks.

4.1 Form of Proposals

4.1.1 Title Page

Each technical proposal and each cost proposal shall include a title page created *using Attachment 4, "Technical or Cost Proposal Title Page."*

4.1.2 Table of Contents

The proposal shall include a "Table of Contents" showing the page numbers of each section of the proposal. **If a proposal does not clearly identify by page number or exhibit number where information is given, then the proposal shall be considered non-responsive for each such question.**

4.1.3 Statement of Understanding of and Compliance with RFP

Each proposal shall contain a signed Attachment 5, *"Positive Statement of Understanding of and Compliance with Chapter 1, Administrative Issues, and Chapter 2, Contractual Terms and Conditions."*

Failure to provide this signed statement shall be deemed acceptance by the prospective vendor of the contract terms and conditions as stated in Chapter 2. The prospective vendor may take exception to the contract terms and conditions of Chapter 2 and may submit its exceptions in writing with its proposal. However, the prospective vendor's exceptions may be rejected and the entire proposal deemed non-responsive.

4.1.4 Format for Submission

One (1) original and one (1) electronic (PDF) copy of the proposal shall be submitted by AUGUST 25, 2009. Original proposals shall be double-sided and submitted on recycled-content paper with a minimum of 30% post-consumer recycled content and bound in the upper left-hand corner. Each proposal shall be limited to 25 pages in length and shall include:

1. Transmittal Letter – An individual authorized to legally bind the vendor shall sign the transmittal letter. The letter shall include the vendor's mailing address, electronic mail address, fax number, and telephone number.

Any request for confidential treatment of information shall be included in the transmittal letter in addition to the specific statutory basis supporting the request and an explanation why disclosure of the information is not in the best interest of the public.

2. Cover sheet including title of the proposal, submission date, organization name, address, telephone number of both the applicant and the primary contact person.

RFP Release Date: 6/30/09

3. Project team shall provide their understanding of the Department's needs and their proposed work plan to address the Scope of Work, including the elements described in Appendix B. This shall include a thorough explanation of how your firm will complete all of the tasks required by the Council. . Merely repeating the requirements will be considered non-responsive and may disqualify the vendor.
4. Budget proposal including a matrix that shows individual project team names, billable rate, hours assigned to each task, and total by individual and task. Substitution of key project team members identified in the original statement of qualifications will not be allowed, unless documented and explained herein. Identify all subcontractors and their planned contributions to the project as well.

4.5.2 Format of Electronic Copies

All electronic copies emailed may be read-only but shall use searchable text formats, such as PDF, Microsoft Word, Excel, Project, Publisher, PowerPoint or Adobe Acrobat and allow for text highlighting, copying and pasting by the State.

4.5.3 To Whom Submitted

The Issuing Officer designated above shall receive all proposals.

4.5.4 Deadline for submission

The Department must receive proposals at the Department office before 4:00 P.M., central time, August 25, 2009. **This is a mandatory requirement and will not be waived by the Department. Any proposals received after this deadline will be rejected and returned unopened to the vendor.**

Vendors mailing proposals must allow ample mail delivery time to ensure timely receipt of their proposals. It is the vendor's responsibility to ensure that the proposals are received prior to the deadline. Postmarking by the due August 25, 2009 will not substitute for actual receipt of the submittal. Electronic mail and faxed proposals will not be accepted.

If determined necessary, the Department will notify top candidates for interviews by September 25, 2009. The presentation may occur at the Department's offices or other location in or near Des Moines, Iowa. The determination as to need for presentations, the location, order, and schedule of the presentations is at the sole discretion of the Department. The presentation may include slides, graphics and other media selected by the vendor and/or the Department to illustrate the vendor's proposal. The presentation shall not materially change the information contained in the proposal.

The Department anticipates contractor selection and notification to all applicants by September 25, 2009.

CHAPTER 5 EVALUATION OF PROPOSALS

5.0 Proposals Not Compliant with RFP

The State will review proposals for compliance with the proposal format instructions and verify full compliance with the requirements of this RFP. Any proposal found noncompliant will be rejected and not scored. Proposals meeting all mandatory requirements will be further evaluated as specified below. The Proposals will be reviewed and analyzed by the Council.

5.1 Separation of Cost Proposals

All cost proposals shall remain unopened and separated from the technical proposals until the evaluation committee has completed its evaluation of the technical proposal.

5.2 Evaluation of Proposals

The Council will select the applicant based upon the following criteria. Contract award will be undertaken with the firm(s) and/or individual(s) whose proposal demonstrates that they are the most likely to meet the needs and expectations of the Council on behalf of the Council and the pilot areas. The contract will be entered into for a period up to 12 months with a possible six month extension possible at the request of the Department.

Project Team and budget – 36%

- Total amount proposed
- Did contractor provide a matrix that shows individual project team names, billable rate, hours assigned to each task, and total by individual and task
- Does the proposal document and explain any differences in Project Team staffing?
- Percent of budget allocated to face-to-face efforts with pilot projects
- Percent of budget allocated to face-to-face efforts with Council
- Percent of budget allocated to project management

Approach to working with pilot projects – 26%

- Did the contractor explain their process for developing and training on local evaluation techniques?
- Did the contractor explain their process for developing and training on local goal setting systems to address the Council's Elements of Environmental Management Systems?
- Did the contractor explain their process for helping pilot areas develop of system to assess and document continuous improvement?

Approach to working with Council – 26%

- Will the contractor attend all meetings in person or via teleconferencing?
- Does the proposal include a description of a process to develop the long-term framework and guidelines that will lead to the long-term transition of solid waste planning areas across the state to EMS?
- Does the proposal address development of tools to help the Council review and determine annual EMS progress?
-

Innovation/Transformation – 7%

- What sets this contractor apart from others? Are they innovative? Do they grasp the overall picture – transitioning from a numbers driven (goal progress determination) system to one that incorporates the 10 elements of EMS as indicated in Appendix B? Does their proposal indicate an understanding of how to incorporate "continuous improvement" into this system?

Project management – 5%

Does the contractor have a project manager specifically assigned to this project? Have they listed planned project outputs – meetings, reports, recommendations, and so forth? How will they ensure quality outputs that meet Council expectations? How will they communicate with the DNR's contract officer? What process will they use for preparing and submitting invoices?

The Council will select the vendor/contractor. The Department will negotiate the contract, review the quantity and quality of work performed, and issue payments upon completion of the work specified in the contract. By accepting Department funds, the applicant agrees to meet milestones and goals set by the Department's contract manager and attend a contract consultation meeting. Upon contract completion, the contractor must submit a final report providing a detailed accounting of all expenditures made during the term of the contract.

(There is no Appendix A)

APPENDIX B

ELEMENTS OF ENVIRONMENTAL MANAGEMENT SYSTEMS

There are three (3) main overarching elements.

1. **Environmental Policy Statement:** Statement by the organization of its intentions and principles in relation to its overall environmental performance which provides a framework for action and for the setting of its environmental objectives and targets, and its commitment to continual improvement through the EMS.
2. **Environmental Impacts:** The organization identifies and evaluates the actual or potential impacts to the environment, whether adverse or beneficial, from its activities, services and facilities. During the evaluation process, significant impacts to the environment are determined.
3. **Legal and other requirements:** The organization must identify the legal requirements for its operations and facilities, including relevant environmental laws, regulations and permits, and worker health and safety regulations, and have a process for tracking any changes in these requirements.

The following seven (7) elements will be applied to each of the six (6) plan components (Yard Waste Management, Hazardous Household Waste Collection, Water Quality Improvement, Greenhouse Gas Reduction, Recycling Services, Environmental Education):

1. **Objectives and Targets:** The organization establishes objectives relevant to its policy, environmental issues and impacts previously identified the views of interested parties, and other factors. Targets necessary for achieving the stated objectives are also established. A target is much more detailed than its objective and must be quantifiable.
2. **Action Plan:** Actions necessary to achieve the objectives and targets. The plan includes identifying the individuals and/or organizations responsible for carrying out specific tasks, timelines for completion of each step in the plan, and a schedule for periodically reviewing and updating, as conditions dictate, the objectives and targets.

3. Identify key resources and additional needs: As part of reviewing the draft of the action plan, conduct an inventory of key resources needed to carry out and complete the action plan. Resources may include fiscal matters, specific skills, facilities, partners and additional needs. Upon completion of the inventory the action plan may need to be adjusted accordingly.
4. Communication/Training/Awareness: Establish processes for internal and external communication. External communication will include reaching out to those groups and organizations that have been identified as having an interest, stake or role in the organization's ongoing EMS program. There must also be procedures for receiving and responding to relevant communication from external interested parties. Internal communication is directed to individuals, organizations and entities that have a role or responsibility within the action plan. Internal communication includes a process to ensure that all responsible parties are familiar with the EMS and have the training necessary to capably execute their roles.
5. Monitoring and Measurement: A documented process for monitoring key activities and measuring performance related to the specific environmental objective and target.
6. Assessment: The organization must have documented procedures for assessing the function of each component and its effectiveness of and conformance with the EMS plan. Assessment is the process of drawing conclusions from the performance measurements.
7. Reevaluation and modification: The reevaluation and modification element is an activity that allows an organization to improve and strengthen the EMS on an ongoing basis. This element considers areas where the EMS has met, exceeded or failed to meet expectations. Identify root causes of those outcomes, and develop additional goals and activities appropriate to each. It's an opportunity to realize the organization's commitment to continuous improvement and should not be looked upon negatively.

For more information please visit our website at: <http://www.iowadnr.gov/waste/sw/swapac.html>

**RFP ATTACHMENT 1
(to be used with section 1.5.7)**

PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITH TECHNICAL AND COST PROPOSALS.

**CERTIFICATION OF INDEPENDENCE AND
NO CONFLICT OF INTEREST**

By submission of a proposal in response to RFP #**ESDG550LGolds100025**, the vendor certifies (and in the case of a joint proposal, each party thereto certifies) that the proposal has been developed independently, without consultation, communication or agreement with any employee or vendor of the Department who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee; the proposal has been developed independently, without consultation, communication or agreement with any other vendors or parties for the purpose of restricting competition; unless otherwise required by law, the information in the proposal has not been knowingly disclosed by the vendor and will not knowingly be disclosed prior to the award of the contract, directly or indirectly, to any other vendor; no attempt has been made or will be made by the vendor to induce any other vendor to submit or not to submit a proposal for the purpose of restricting competition; no relationship exists or will exist during the contract period between the vendor and the Department that interferes with fair competition or is a conflict of interest.

Signature: _____

Date: _____

Printed Name and Title: _____

Name of Vendor Organization: _____

**RFP ATTACHMENT 2
CONTRACT SPECIAL CONDITIONS
IOWA DEPARTMENT OF NATURAL RESOURCES
CONTRACT NUMBER ESDG550LGolds100025**

Between

**IOWA DEPARTMENT OF NATURAL RESOURCES
And
(Contractor Name)**

[IF OVER \$25K]: This Contract was approved by the *(Commission)* on *(Commission Approval Date)*.

IN WITNESS THEREOF, the parties hereto have executed this Contract on the day and year last specified below.

DEPARTMENT OF NATURAL RESOURCES

By: _____ Date: _____
(Please consult Signature Policy to determine which name and title should appear here.)

By: _____ Date: _____
(Contractor Name)

Fed Tax I.D. Number: (Contractor Tax ID No.)

RFP Release Date: 6/30/09

**CONTRACT SPECIAL CONDITIONS TEMPLATE
PROFESSIONAL SERVICES
SPECIAL CONDITIONS**

This Contract is entered into between the Iowa Department of Natural Resources (DNR) and **(Contractor Name)**. The parties agree as follows:

Section 1 IDENTITY OF THE PARTIES

1.1 Parties. DNR is authorized to enter into this Contract. DNR's address is: Wallace State Office Building, 502 East 9th Street, Des Moines, Iowa 50319.

(Contractor Name), a **(Contractor Legal Entity Type)** is organized under the laws of the State of **(Name of State)** and is registered with the Iowa Secretary of State. The Contractor's address is: **(Contractor's Address)**.

1.2 Project Managers. Each party has designated a Project Manager, who shall be responsible for oversight and negotiation of any contract modifications, as follows:

DNR Project Manager: **Brian Tormey**
DNR
Wallace State Office Building
502 East Ninth Street
Des Moines, IA 50319
Phone: **515-281-8927**
Fax: **NA**
Email: **brian.tormey@dnr.iowa.gov**

Contractor Project Manager: **(Contractor Project Manager Name)**
Phone: **(Contractor Project Manager Phone)**
Fax: **(Contractor Project Manager Fax)**
Email: **(Contractor Project Manager Email)**

Section 2 STATEMENT OF PURPOSE

2.1 Background. *(This section should contain an explanation of the background of the project and how the project fits into DNR's mission. It does not have to be long.)*

2.2 Purpose. *(This section should contain an explanation of why DNR is entering into this contract. It should be one brief summary of the what the Scope of Work will accomplish.)*

Section 3 DURATION OF CONTRACT

3.1 Term of Contract. The term of this Contract shall be **(Contract Start Date)** through **(Contract Expiration Date)** unless terminated earlier in accordance with the Termination section of this Contract.

3.2 Approval of Contract. If the amount of compensation to be paid by DNR according to the terms of this Contract is equal to or greater than \$25,000.00 (twenty five thousand dollars), then performance shall not commence unless by **(Contract Start Date)**

RFP Release Date: 6/30/09

this Contract has been approved by the **(Name of Appropriate Commission)** and has been signed by both parties.

3.3 Renewal. DNR shall have the sole option to renew and extend this Contract for subsequent periods, adding up to no more than 6 years total, by executing a signed contract prior to the expiration of this Contract.

Section 4 DEFINITIONS

“Deliverables” shall mean services to be provided by, or on behalf of, the Contractor pursuant to this Contract. Deliverables shall include the tasks set out in this Contract and everything produced by the Contractor that is related to the tasks, such as reports, meetings, documentation, designs, copy, artwork, data, information, graphics, images, processes, techniques, materials, plans, papers, forms, studies, modifications, content, concepts, and all other tangible and intangible works, materials and property of every kind and nature that are related to the deliverables.

“Task Milestone Date” shall mean any of the dates contained in the Contract stating the deadline for accomplishing tasks required by this Contract.

Section 5 STATEMENT OF WORK

5.1 Statement of Work. Contractor shall perform the following tasks. Contractor shall complete its obligations under this Contract by the Task Milestone Dates set out in the following table.

Obligation	Task Milestone Date
Task 1: <i>Task Name</i> Description: <i>Description</i>	No later than <i>Task Due Date</i>
Task 2: <i>Task Name</i> Description: <i>Description</i>	No later than <i>Task Due Date</i>
ETC	<i>ETC</i>

5.2 Final Notice of Acceptance. If DNR concludes, in its sole discretion, that all the Tasks required by the Statement of Work have been timely completed and all deliverables and services required by this Contract have been satisfactorily completed and delivered, and that the implementation of the Statement of Work is completed and successfully deployed, then DNR shall issue a written Final Notice of Acceptance.

5.3 Non-Exclusive Rights. This Contract is not exclusive. DNR reserves the right to select other contractors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

5.4 Stop Services. In addition to its other remedies described herein, DNR shall have the right at any time during the Contract term to direct the services of Contractor fully or partially suspended or stopped, if the deliverables or services fail to conform to applicable specifications and requirements in this Contract. DNR shall give Contractor written notice of a stop work directive. DNR shall provide to Contractor the reasons for the stop work directive.

5.5 Industry Standards. Services rendered pursuant to this Contract shall be performed in a professional and workmanlike manner in accordance with the terms of this Contract and the standards of performance considered generally acceptable in the relevant industry for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard.

5.6 Amendments to Statement of Work – Change Order Procedure.

Modifications, deletions and additions may be made to a Statement of Work at any time during the term of this Contract by mutual written consent of the parties. Any amendment to a Statement of Work shall be called a Change Order, and the following procedures shall be followed:

- 5.6.1 Written Request.** DNR shall specify in writing the desired modifications to the same degree of specificity as in the original Scope of Services.
- 5.6.2 The Contractor's Response.** The Contractor shall submit to DNR a time and cost estimate for the requested Change Order within five (5) business days of receiving the Change Order Request.
- 5.6.3 Acceptance of the Contractor Estimate.** If DNR accepts the estimate presented by the Contractor within five (5) business days of receiving the Contractor's response, the Contractor shall perform the modified services subject to the time and cost estimates included in the Contractor response. The Contractor's performance and the modified services shall be governed by the terms and conditions of this Contract.
- 5.6.4 Adjustment to Compensation.** The parties acknowledge that a Change Order for this Contract may or may not entitle the Contractor to an equitable adjustment in the Contractor's compensation or the performance deadlines under this Contract and that such Change Order may require approval of the Natural Resources or Environmental Protection Commission.

5.7 Incorporation of Documents. The following documents, and any amendments thereto existing on the date this Contract is signed by DNR, are incorporated into this Contract by this reference: (1) the Request for Proposal issued on **(RFP issue date)** and written responses to bidders' question (collectively referred to as the RFP), attached as Exhibit B; and (2) the Contractor's Proposal of **(Contractor submittal date)** submitted in response to the RFP, attached as Exhibit A.

5.8 Preference. In the case of any inconsistency or conflict between the provisions of this document (including all related schedules and Statements of Work), the RFP or the Contractor's Proposal, the inconsistency or conflict shall be resolved as follows: first, by giving preference to the provisions of this document (including any Statements of Work); second, by giving preference to the provisions of the Proposal; and third, by giving preference to the provisions of the RFP.

Section 6 MONITORING AND REVIEW

6.1 Task Milestone Dates. Contractor shall complete its obligations under this Contract by the Task Milestone Dates set out in Section 5.1.

Failure by Contractor to complete the above-designated portions of its obligations by the Task Milestone Dates set out herein shall constitute material breach of this Contract by Contractor and shall be grounds for DNR to immediately terminate this Contract for cause.

6.2 Review Meetings. Commencing with beginning performance of this Contract, the Project Managers shall meet (**Review Meeting MC**) to discuss progress made by the Contractor during the performance of this Contract. The meetings shall occur, either in person or by telephone conference call, at the following times: (**Meeting Date**) at (**Meeting Time**) Meetings may be postponed only on a case-by-case basis by mutual written agreement of the parties.

6.3 Status Reports. Prior to each review meeting, the Contractor Project Manager shall provide a status report listing:

- Accomplishments during the previous period,
- Activities planned for the upcoming period,
- Tasks completed or deliverables produced during the previous period,
- An updated schedule of upcoming deliverables,
- Any problems or concerns encountered since the last meeting, and
- An explanation of any deviations from the financial and hourly expenditures contained in the Contractor's proposal of (**Contractor RFP Submittal Date**), attached hereto as Exhibit A.

At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that shall facilitate problem resolution.

6.4 DNR right to review and observe. DNR shall have the right to review and observe, at any time, completed work or work in progress. Contractor shall allow the State of Iowa or DNR, to inspect its facilities and books and records relating to invoicing and time records for the purpose of monitoring and evaluating performance of this Contract.

Section 7 COMPENSATION

7.1 Source of Funding. The source of funding for this Contract is (**Statutory Authority**).

7.2 Not-to-exceed total amount of Contract. Payment for the work performed by Contractor according to the terms of this Contract shall not exceed \$(**Contract Amount**). Payment shall be for satisfactory completion of the Statement of Work outlined in this Contract, provided that Contractor has complied with the terms of this Contract.

RFP Release Date: 6/30/09

7.3 Retained Amount. DNR shall retain ten percent (10%) of the compensation associated with this Contract to secure the Contractor's performance under this Contract. The Retained Amount shall be payable only upon DNR's issuance of a written Final Notice of Acceptance.

7.4 Final Notice Acceptance of Implementation of Statements of Work. If DNR concludes, in its sole discretion, that all the Tasks required by the Statement of Work have been timely completed and all deliverables and services required by this Contract have been satisfactorily completed and delivered, and that the implementation of the Statement of Work is completed and successfully deployed, then DNR shall issue a written Final Notice of Acceptance.

7.5 Budget. The budget for this Contract shall be as follows:

Task	Amount of compensation allotted to Task
Task 1: Name	Not to exceed <i>Amount</i>
Total	Not to exceed <i>Total Contract Amount</i>

7.6 Submission of Invoices. Invoices shall be submitted to DNR according to the following schedule:

<u>Task Milestone Date</u>	<u>Amount Due</u>	<u>Invoice Due</u> <u>No Later Than:</u>
Task 1: Name	Not to exceed <i>Amount</i>	<i>(Invoice Due Date)</i>
Total	Not to exceed	

Each invoice shall itemize the work performed pursuant to the Contract. Each invoice shall comply with all applicable rules concerning payment of such claims and shall contain appropriate documentation necessary to support the fees or charges included in the invoice. DNR shall have the right to dispute any invoice item submitted for payment and to withhold payment of any disputed amount if DNR reasonably believes the invoice is inaccurate or incorrect in any way. Original invoices shall be submitted to:

Iowa Department of Natural Resources
Attention: **(DNR Project Manager Name)**
Wallace State Office Building
502 East Ninth Street
Des Moines, IA 50319

7.7 Payment of Invoices. DNR shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. Unless otherwise agreed to in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State of Iowa for any services provided by or on behalf of the Contractor under this Contract. Payment will be issued to:
(Contractor Project Manager Name and Address)

7.8 No advance payment. No advance payments shall be made for any Deliverables provided by Contractor pursuant to this Contract.

7.9 Delay of Payment Due to Contractor's Failure. If DNR determines that the Contractor has failed to perform or deliver any service or product required by this Contract, then the Contractor shall not be entitled to any compensation, or any further

RFP Release Date: 6/30/09

compensation if compensation has already occurred, under this Contract until such service or product is performed or delivered. DNR shall withhold that portion of the invoice amount which represents payment for the task or deliverable that was not completed, delivered and successfully deployed.

7.10 Erroneous Payments and Credits. Contractor shall promptly re-pay or refund to DNR the full amount of any overpayment or erroneous payment within ten (10) business days after either discovery by Contractor or notification by DNR of the overpayment or erroneous payment.

7.11 Set-off Against Sums Owed by Contractor. In the event that Contractor owes DNR or the State of Iowa ("State") any sum (including any State taxes in arrears) under the terms of this Contract, any other Contract, pursuant to a judgment, or pursuant to any law, DNR may set off such sum against any sum invoiced to DNR by Contractor. This may be done in DNR's sole discretion unless otherwise required by law.

7.12 Reimbursable Expenses. There shall be no reimbursable expenses associated with this Contract separate from the compensation referred to in this section, unless agreed to by both parties in an amendment to this Contract or in a Change Order executed by both parties. Unless otherwise specifically provided for in this Contract, Contractor shall be solely responsible for all its costs and expenses, including travel, mileage, meals, lodging, equipment, supplies, personnel, training, salaries, benefits, insurance, conferences, long distance telephone, and all other costs and expenses of the Contractor.

7.13 Stop Services. In addition to its other remedies described herein, DNR shall have the right at any time during the Contract term to direct the services of the Contractor fully or partially suspended or stopped, if the deliverables or services fail to conform to applicable specifications and requirements under this Contract. DNR shall give Contractor the reasons for the stop work directive.

7.14 Final Payment. Before final payment or a termination settlement under this Contract, the Contractor shall execute and deliver to DNR a release of all claims against DNR arising under, or by virtue of, this Contract except claims which are specifically exempted by the Contractor. Unless otherwise provided in this Contract, by state law or otherwise expressly agreed to by the parties to the Contract, final payment under a settlement upon termination of this Contract shall not constitute a waiver of DNR's claims against the Contractor, or the Contractor's sureties under this Contract or applicable performance and payment bonds.

**RFP ATTACHMENT 3
CONTRACT GENERAL CONDITIONS TEMPLATE
PROFESSIONAL SERVICES
GENERAL CONDITIONS**

Section 1 COMPLIANCE WITH THE LAW

The Contractor, and its employees and agents, shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as suppliers. The Contractor, and its employees and agents shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract. Contractor represents and warrants that it has complied with all federal, state, foreign and local laws applicable to the performance of its obligations under this Contract.

Section 2 TERMINATION

2.1 Termination Due to Lack of Funds or Change in Law. DNR shall have the right to terminate this Contract without penalty by giving sixty (60) days' written notice to the Contractor as a result of any of the following:

2.1.1 The legislature or governor fail in the sole opinion of DNR to appropriate funds sufficient to allow DNR to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or if funds anticipated for the continued fulfillment of the Contract are, at any time, not forthcoming or are insufficient, either through the failure of DNR to appropriate funds or funding from a federal source is reduced or discontinued for any reason, or through discontinuance or material alteration of the program for which funds were provided; or

2.1.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by DNR to make any payment hereunder are insufficient or unavailable for any other reason as determined by DNR in its sole discretion; or

2.1.3 If DNR's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

2.1.4 If DNR's duties, programs or responsibilities are modified or materially altered; or

2.1.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects DNR's ability to fulfill any of its obligations under this Contract.

2.2 Immediate Termination by DNR. DNR may terminate this Contract for any of the following reasons effective immediately without advance notice and without penalty:

2.2.1 In the event the Contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license

RFP Release Date: 6/30/09

or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

2.2.2 DNR determines that the actions, or failure to act, of the Contractor, and its agents and employees have caused, or reasonably could cause, any person's life, health or safety to be jeopardized;

2.2.3 The Contractor fails to comply with confidentiality laws or provisions;

2.2.4 The Contractor furnished any statement, representation or certification in connection with this Contract or the RFP which is materially false, deceptive, incorrect or incomplete.

2.3 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for DNR to declare the Contractor in default of its obligations under this Contract.

2.3.1 The Contractor fails to perform, to DNR's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Contractor;

2.3.2 DNR determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;

2.3.3 The Contractor fails to make substantial and timely progress toward performance of the Contract;

2.3.4 The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or DNR reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

2.3.5 The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract;

2.3.6 The Contractor has engaged in conduct that has or may expose the State or DNR to liability, as determined in DNR's sole discretion;

2.3.7 The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or the Contractor has misappropriated a trade secret, or

2.3.8 Contractor fails to comply with any of the Task Milestone dates contained in this Contract.

2.4 Notice of Default. If there is a default event caused by the Contractor, DNR shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in DNR's written notice to

RFP Release Date: 6/30/09

the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, DNR may either:

2.4.1 Immediately terminate the Contract without additional written notice; or,

2.4.2 Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

2.5 Termination upon Notice. Following 30 days' written notice, DNR may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to DNR up to and including the date of termination.

2.6 Remedies of the Contractor in Event of Termination by DNR. In the event of termination of this Contract for any reason by DNR, DNR shall pay only those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Contract and for which DNR is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to DNR under this Contract in the event of termination. However, DNR shall not be liable for any of the following costs:

2.6.1 The payment of unemployment compensation to the Contractor's employees;

2.6.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

2.6.3 Any costs incurred by the Contractor, including, but not limited to, startup costs, overhead or other costs not directly associated with the performance of the Contract;

2.6.4 Any taxes that may be owed by the Contractor not directly in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

2.7 The Contractor's Termination Duties. The Contractor upon receipt of notice of termination or upon request of DNR, shall:

2.7.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, and conclusions resulting there from, any other matters DNR may require.

2.7.2 Immediately cease using and return to DNR any personal property or materials, whether tangible or intangible, provided by DNR to the Contractor.

2.7.3 Comply with DNR's instructions for the timely transfer of any active files and work product produced by the Contractor under this Contract.

RFP Release Date: 6/30/09

2.7.4 Cooperate in good faith with DNR, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor.

2.7.5 Immediately return to DNR any payments made by DNR for services that were not rendered by the Contractor.

2.8 Rights in incomplete products. In the event the Contract is terminated, all finished or unfinished documents, data, reports, or other materials prepared by the Contractor under this Contract shall, at the option of DNR, become DNR's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other material.

Section 3 INDEPENDENT CONTRACTOR

The status of the Contractor shall be that of an independent contractor. The Contractor, and its employees and agents performing under this Contract are not employees or agents of the State of Iowa or any agency, division or department of the state. Neither the Contractor nor its employees shall be considered employees of DNR or the State of Iowa for federal or state tax purposes. DNR will not withhold taxes on behalf of the Contractor. Contractor shall be responsible for payment of all taxes in connection with any income earned from performing this Contract.

Section 4 CONFLICT OF INTEREST

4.1 The Contractor covenants that the Contractor presently has no interest and shall not acquire any interest, direct and indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

4.2 During the term of this Contract, Contractor shall not provide services that would create a conflict of interest with the Contractor's duties set out in this Contract. In determining whether a particular activity creates an unacceptable conflict of interest, situations in which an unacceptable conflict shall be deemed to exist shall include, but not to be limited to, any of the following:

4.2.1 The activity involves the use of the state's or DNR's time, facilities, equipment, and supplies or other evidences of employment for purposes other than the performance of Contractor's obligations under this Contract.

4.2.2 The activity involves the receipt of, promise of, or acceptance of money or other consideration by Contractor from anyone other than the state or DNR for the performance of any acts that Contractor is required or expected to perform as a part of Contractor's performance under this Contract.

4.2.3 The outside employment or activity is subject to the official control, inspection, review, audit, or enforcement authority of DNR.

4.3 If the activity creating a conflict of interest is in progress when the term of this Contract begins or is described in paragraph 4.2.1 or 4.2.2 above, then Contractor shall immediately cease the activity. During the term of this Contract, Contractor shall not enter into any activity described in paragraph 4.2.3 or which constitutes any other unacceptable conflict of interest. Contractor shall immediately disclose to DNR the

RFP Release Date: 6/30/09

existence of any conflict of interest, including conflicts of interest which are described in paragraph 4.2.3 and are in progress when the term of this Contract begins.

Section 5 AMENDMENTS

This Contract may be amended only by written mutual consent of the parties.

Section 6 CHOICE OF LAW AND FORUM

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to DNR or the State of Iowa.

Section 7 SEVERABILITY

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

Section 8 ENTIRE AGREEMENT

This Contract constitutes the entire agreement between DNR and the Contractor with respect to the subject matter hereof, and the Contractor acknowledges that it is entering into the Contract solely on the basis of the terms and conditions herein contained and not in reliance upon any representation, statement, inducement or promise, whether oral or written, not contained herein. This Contract supersedes all prior contracts and agreements between DNR and the Contractor for the services provided in connection with this Contract.

Section 9 ASSIGNMENT AND DELEGATION

This Contract may not be assigned, transferred or conveyed, in whole or in part, without the prior written consent of the other party. For the purpose of construing this provision, a transfer of a controlling interest in the Contractor shall be considered an assignment.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law. All warranties made by the Contractor in all provisions of this Contract and the Proposal by the Contractor, whether or not this Contract specifically denominates the Contractor's promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to DNR, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this Section apply during the term of this Contract and any extensions or renewals thereof.

RFP Release Date: 6/30/09

10.2 Concepts, Materials, and Works Produced. Contractor represents and warrants that all the concepts, materials and deliverables produced, or provided to DNR pursuant to the terms of this Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and work product produced under this Contract. The Contractor represents and warrants that the concepts, materials and work product produced under this Contract, and DNR's use of same, and the exercise by DNR of the rights granted by this Contract, shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and work product produced under this Contract will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute any software, the materials owned by the Contractor and any other materials, work product produced under this Contract and methodologies used in connection with providing the services contemplated by this Contract.

10.3 Professional Practices. The Contractor represents and warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.

10.4 Conformity with Contractual Requirements. The Contractor represents and warrants that the work product produced under this Contract will appear and operate in conformance with the terms and conditions of this Contract.

10.5 Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to DNR.

10.6 Obligations Owed to Third Parties. The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that DNR will not have any obligations with respect thereto.

10.7 Title to Property. The Contractor represents and warrants that title to any property assigned, conveyed or licensed to DNR is good and that transfer of title or license to DNR is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance.

10.8 Industry Standards. The Contractor represents and expressly warrants that all aspects of the goods and services provided or used by it shall conform to the applicable industry standards in the performance of this Contract.

10.9 Technology Updates. The Contractor represents warrants that it shall continually use and integrate the most current and up-to-date technology commercially available.

Section 11 CONFIDENTIALITY

11.1 Access to Confidential Data. The Contractor's employees and agents may have access to confidential data maintained by DNR to the extent necessary to carry out its responsibilities under the contract. The Contractor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by DNR. The Contractor shall provide to DNR a written description of its policies and procedures, if any exist, to safeguard confidential information. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract. The Contractor shall provide adequate supervision and training to its agents and employees to ensure compliance with the terms of this contract. The private or confidential data shall remain the property of DNR at all times. Failure by the Contractor to submit its confidentiality policies or to comply in any way with the requirements of this paragraph shall not affect Contractor's obligations to comply with other requirements herein. Nothing in this paragraph shall be construed to in any way affect the Contractor's obligations to comply with Iowa and DNR statutes and rules applicable to confidentiality, as well as DNR policies and procedures regarding confidentiality, including Department of Administrative Services (DAS) and DNR IT Security policies and procedures.

11.2 No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of DNR, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of DNR. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of DNR.

11.3 Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify DNR and cooperate with DNR in any lawful effort to protect the confidential information.

11.4 Reporting of Unauthorized Disclosure. The Contractor shall immediately report to DNR any unauthorized disclosure of confidential information.

11.5 Survives Termination. The Contractor's obligation under this Contract regarding confidential materials and information shall survive termination of this Contract.

Section 12 PROPERTY, INTELLECTUAL PROPERTY, PATENT AND COPYRIGHT

12.1 Title to Property. Title to all property furnished by DNR or the State to Contractor to facilitate the performance of this Contract shall remain the sole property of DNR and the State. All such property shall be used by Contractor only for purposes of fulfilling its obligations under this Contract and shall be returned to DNR upon the earliest of completion, termination, or cancellation of this Contract or at DNR's request. Contractor acknowledges that it shall acquire no interest or rights in and to such property. Except as expressly provided in this Contract, Contractor shall not disclose or use such property for any purpose, including pledging or encumbering it, selling or using it for monetary gain, using it to compile mailing lists, solicit business or pursue other business activities, or otherwise. Title to all property purchased by Contractor, for which

RFP Release Date: 6/30/09

Contractor has been reimbursed or paid by DNR under this Contract, shall pass to and vest in the State, except as otherwise provided in this Contract.

12.2 Care of Property. Contractor shall be responsible for the proper custody and care of any DNR-owned property, including data, databases, software, interfaces, hardware, telecommunications lines and equipment, intellectual property and DNR Property furnished for Contractor's use in connection with the performance of the contract. Contractor shall exercise its best efforts to prevent damage to all such property and shall, at DNR's request, restore damaged property to its condition prior to the damage at the sole expense of Contractor. Such restoration shall be complete when judged satisfactory by DNR. In the event such property cannot be restored to DNR's satisfaction, Contractor shall reimburse DNR for any loss or damage to such property caused by Contractor, or any agent, contractor or subcontractor employed or utilized by Contractor. Contractor shall not take any action that would impair the value of, or goodwill associated with, the name, property and intellectual property rights of DNR and the State. Contractor shall obtain the prior advance written approval from DNR prior to Contractor's use of the name, marks or intellectual property rights of DNR or the State.

12.3 Hardware and Equipment. In the event that any hardware and other equipment owned by Contractor and used in connection with this Contract is subject to the security interest or a legal or equitable interest by a third party who is not a party to this Contract, Contractor shall insure in any such transactions that DNR shall be notified of a default occurring under the instrument and if Contractor does not cure the default within the time allowed, DNR may, in its sole discretion, cure the default by Contractor and assess or set off all costs associated with affecting cure, including the amount in default and reasonable attorneys fees against Contractor.

12.4 Ownership of Deliverables and Intellectual Property. Contractor agrees that the Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to, such Deliverables, shall become and remain the sole and exclusive property of the DNR and the State. Contractor hereby irrevocably transfers, assigns and conveys to the DNR and the State all right, title and interest in and to such Deliverables and intellectual property rights and proprietary rights. Contractor shall take all actions as may be necessary or requested by the DNR to carry out and affect such transfer, assignment and conveyance. Contractor represents and warrants that the DNR and the State shall acquire good and clear title to such Deliverables, free from any claims, liens, security interests, encumbrances or other rights or interests of Contractor or of any Third Party. The DNR and the State shall have the right to obtain and hold copyrights, patents or such other registrations or intellectual property protections as may be desirable or appropriate to the subject matter, and any extensions or renewals thereof. Contractor shall assist the DNR and the State to obtain and secure copyrights, patents or other intellectual property rights, registrations or protections with respect to all such Deliverables in the United States and any other countries. Contractor agrees to execute all papers and to give all facts known to it necessary to secure United States or foreign country copyrights and patents, and to transfer or cause to transfer to the DNR and the State all the right, title and interest in and to such Deliverables. Contractor also agrees to waive and not assert any moral rights it may have with regard to such Deliverables. The Contractor shall not retain any property interests or other rights in and to such Deliverables and shall not use such Deliverables, in whole or in part, for any purpose, without the prior written consent of the DNR and the payment of such royalties or other compensation as the DNR deems appropriate. As the owner of such Deliverables, the DNR and the State may, without limitation: (i) adapt, change, modify,

RFP Release Date: 6/30/09

edit or use the Deliverables as the DNR or the State sees fit, including in combination with the works of others, prepare derivative works based on the Deliverables, and publish, display and distribute throughout the world any Deliverable(s) in any medium, whether now known or later devised, including, without limitation, any digital or optical medium, and (ii) make, use, sell, license, sublicense, or lease the Deliverables and any intellectual property rights therein or related thereto without payment of additional compensation to Contractor.

12.5 Further Assurances. At the DNR's request, Contractor shall execute and deliver such instruments and take such other action as may be requested by the DNR to establish, perfect or protect the State's and the DNR's rights in and to the Deliverables and to carry out the assignments, transfers and conveyances required by this Contract. Contractor shall execute any instruments, provide all facts known to it, and do all other things requested by the DNR (both during and after the term of this Contract) in order to vest more fully in the State and the DNR any and all ownership rights and intellectual property rights in and to the Deliverables. In the event the DNR is unable, after reasonable effort, to secure Contractor's signature on any letters, patent, copyright, or other analogous protection relating to the Deliverables, for any reason whatsoever, Contractor hereby irrevocably designates and appoints the DNR, and its duly authorized officers, employees and agents, as Contractor's agent and attorney-in-fact, to act for and in its behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright registrations, and other analogous protection, including extensions and renewals thereon, with the same legal force and effect as if executed by Contractor.

12.6 Disputes. In any dispute over ownership or licensing rights, Contractor shall have the burden of proving prior or independently developed rights by clear and convincing proof.

Section 13 JOINT AND SEVERAL LIABILITY

If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, then all such entities shall be jointly and severally liable for carrying out the activities and obligations of this contract, and for any default activities and obligations.

Section 14 WAIVER

Except as specifically provided for in a waiver signed by duly authorized representatives of DNR and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

Section 15 NOTICE

15.1 Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth as follows in Section 1 of this Contract.

15.2 Each such notice shall be deemed to have been provided:

15.2.1 At the time it is actually received; or,

15.2.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

15.2.3 Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

15.3 From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

Section 16 CUMULATIVE RIGHTS

The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

Section 17 TIME IS OF THE ESSENCE

Time is of the essence with respect to the performance of the terms of this Contract.

Section 18 RECORD RETENTION AND ACCESS

The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to DNR throughout the term of this Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records.

Section 19 SOLICITATION

The Contractor warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

Section 20 OBLIGATIONS BEYOND CONTRACT TERM

This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of DNR and the Contractor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.

Section 21 DELAY OR IMPOSSIBILITY OF PERFORMANCE

RFP Release Date: 6/30/09

The Contractor shall not be in default under this Contract if performance is delayed or if Contractor may not reasonably perform the Contract due to an act of God, flood, fire or similar events. In each such case, the delay or impracticability must be beyond the reasonable control and anticipation of the Contractor, and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, from the Contractor's negligence or fault, or from circumstances which by the exercise of reasonable diligence the Contractor should have been able to anticipate or prevent, then the Contractor shall be in default and this paragraph shall not be applicable. It shall be the responsibility of the Contractor to prove that performance was delayed or impracticable within the meaning of this paragraph.

Section 22 SUPERCEDES FORMER CONTRACTS OR AGREEMENTS

Unless this Contract is an amendment to a Contract entered into between DNR and Contractor and is designated as such, then this Contract supersedes all prior contracts or agreements between DNR and the Contractor for the services provided in connection with this Contract.

Section 23 USE OF THIRD PARTIES AND SUBCONTRACTORS

Contractor may not contract with third parties for the performance of any of Contractor's obligations under this Contract, unless and then only to the extent that the Special Conditions of this Contract specify otherwise. If the Special Conditions provide for a subcontractor or subcontractors, then the following conditions shall apply:

23.1 All subcontracts shall be subject to prior approval by the DNR. The DNR's consent shall not be deemed in any way to provide for the incurrence of any obligation of DNR in addition to the remuneration agreed upon in this Contract. Any subcontract to which DNR has consented shall be in writing and shall in no way alter the terms and conditions of this Contract.

23.2 The Contractor may enter into subcontracts to complete the work required by this Contract provided that the Contractor remains responsible for all services performed under this Contract. No subcontract or delegation of work shall relieve or discharge the Contractor from any obligation, provision, or liability under this Contract. The Contractor shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any subcontractor.

23.3 All restrictions, obligations and responsibilities of the Contractor under this Contract also shall apply to the subcontractors.

23.4 DNR shall have the right to request the removal of a subcontractor from the Contract for good cause. The Contractor shall indemnify, defend and hold harmless DNR and the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's breach of any subcontract in which it enters, including Contractor's failure to pay any and all amounts due by Contractor to any subcontractor.

23.5 Each subcontract shall contain provisions for DNR access to the subcontractor's books, documents, and records and for inspections of work, as required of Contractor herein.

RFP Release Date: 6/30/09

23.6 Any action of a subcontractor, which, if done by Contractor, would constitute a breach of this Contract, shall be deemed a breach by Contractor and have the same legal effect.

23.7 If delay results from a subcontractor's conduct, from the Contractor's negligence or fault, or from circumstances which by the exercise of reasonable diligence the Contractor should have been able to anticipate or prevent, then the Contractor shall be in default and Section 21, "Delay or Impossibility of Performance," shall not be applicable.

23.8 If the Contract is subject to the provisions of Iowa Code chapter 8F, then the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontract Contractor enters into pursuant to this Contract. Any compliance documentation, including but not limited to certification, received from any subcontractor shall be forwarded to DNR immediately.

Section 24 SELF-INSURANCE BY THE STATE OF IOWA

Pursuant to Iowa Code chapter 669, DNR and the State of Iowa are self-insured against all risks and hazards related to this Contract. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Contract.

Section 25 INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the State of Iowa and DNR, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, related to or arising from: any breach of this Contract; any negligent, intentional or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor; the Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor; any failure by the Contractor to comply with the Compliance with the Law provision of this Contract; any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Iowa; any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or any failure by the Contractor to adhere to the confidentiality provisions of this Contract.

Section 26 IMMUNITY FROM LIABILITY

Every person who is a party to the Contract is hereby notified and agrees that the State, DNR, and all of their employees, agents, successors, and assigns are immune from liability and suit for Contractor's and subcontractors' activities involving third parties arising from the Contract.

Section 27 NON-SUPPLANTING REQUIREMENT

To the extent required by federal or state law, federal and state funds made available under this Contract shall be used to supplement and increase the level of state, local, and other non-federal funds that would in the absence of such federal and state funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local, and other non-federal funds.

RFP Release Date: 6/30/09

Section 28 CERTIFICATION REGARDING SALES AND USE TAX

By executing this Contract, the Contractor certifies that it is either (a) registered with the Iowa Department of Revenue, collects and remits sales and use taxes as required by Iowa Code chapter 432; or (b) not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code sections 423.1(42) and (43). The Contractor also acknowledges that the DNR may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the DNR or its representatives filing action for damages for breach of contract.

Section 29 TAXES

The State is exempt from federal excise tax, and no payment will be made for any taxes levied on Contractor’s employees’ wages. The State is exempt from state and local sales and use taxes on the Deliverables.

Section 30 EQUAL EMPLOYMENT PROVISIONS

The Contractor has read and understands the provisions in Attachment A, Equal Employment Opportunity, attached hereto and made part of this Contract by this reference, and the Contractor agrees to conform to the requirements contained therein.

Section 31 FEDERALLY-FUNDED AGREEMENTS

If this Contract is funded by federal monies, then the Contractor has read and understands the provisions of Attachment B, Additional Requirements for Federally-Funded Agreements, attached hereto and made part of this Contract by this reference, and the Contractor agrees to conform to the requirements contained therein.

Section 32 INSURANCE MAINTAINED BY CONTRACTOR

The Contractor has read and understands the provisions in Attachment C, Insurance Clause, attached hereto and made part of this Contract by this reference, and the Contractor agrees to conform to the requirements contained therein.

Section 33 INFORMATION TECHNOLOGY SECURITY

The Contractor and all Contractor personnel shall comply with Iowa information technology security statutes, rules and policies. By signing this contract, the Contractor acknowledges that the Contractor has read and understands the provisions of the information technology security policies adopted by the Iowa Department of Administrative Services (DAS) and DNR in effect on the date of signing. The Contractor further agrees to read and abide by any revised DAS and DNR policies, posted on the respective agency websites, which come into effect during the term of this Contract.

**Attachment A
Equal Employment Opportunity.**

The Contractor agrees to the following:

A.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, age, gender identity, gender orientation, pregnancy, family status, marital status or mental or physical disability. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, creed, color, religion, sex, national origin, age, gender identity, gender orientation, pregnancy, family status, marital status or mental or physical disability except where mental or physical disability relates to a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor's business. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post notices, setting forth provisions of this nondiscrimination clause, in conspicuous places available to employees and applicants for employment.

A.2 The Contractor shall in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, religion, sex, national origin, age, gender identity, gender orientation, pregnancy, family status, marital status or mental or physical disability except where mental or physical disability is a bona fide occupation qualification reasonably necessary to the normal operation of the Contractor's business.

A.3 The Contractor shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965, as amended, Iowa Executive Order 15 or 1973, Chapter 19B, Code of Iowa, Federal Executive Order 11246 of 1965, as amended by Federal Executive Order 11376 of 1967, and Title VI of the Civil Rights Act of 1964, as amended. The Contractor shall furnish all information and reports requested by the State of Iowa or required by, or pursuant to, the rules and regulations thereof and shall permit access to payroll and employment records by the State of Iowa for purposes of investigation to ascertain compliance with such rules, regulations or requests, or with this nondiscrimination clause.

A.4 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the aforesaid rules, regulations or requests, this contract may be canceled, terminated or suspended in whole or in part. In addition, the State of Iowa may take such further action, and such other sanctions may be imposed and remedies invoked, as provided by the Iowa Civil Rights Act of 1965, as amended, Chapter 216, Code of Iowa, or as otherwise provided by law.

A.5 The Contractor shall include the provisions of paragraphs 8.1 through 8.4 hereof in every subcontract, unless specifically exempted by approval of the State of Iowa, so that such provisions shall be binding on each subcontract. The Contractor shall take such action with respect to any subcontract as the State of Iowa may direct as a means

of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State of Iowa, the Contractor may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

- A.6** In accordance with the provisions of 541 Iowa Administrative Code chapter 4:
- The Contractor or subcontractor is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the department of management, which pertain to equal employment opportunity and affirmative action.
 - The Contractor or subcontractor may be required to have on file a copy of the affirmative action program, containing goals and time specifications. These contractual provisions shall be fully enforced. Any breach of them shall be regarded as a material breach of the Contract.
 - Compliance with the provisions of Iowa Code section 19B.7 and all applicable rules of the department of management prior to the execution of the Contract shall be a condition of the Contract binding upon the Contractor or service provider, its successors, and assignees.
 - Failure to fulfill the nondiscrimination requirements of this Contract or any of the rules and orders may cause the Contract to be canceled, terminated, or suspended in whole or in part, and the Contractor or service provider may be declared ineligible for future state contracts in accordance with authorized procedure or the Contractor may be subject to other sanctions as provided by law or rule.
 - The Contractor may be required to submit to the department of management or the DNR a copy of its affirmative action plan containing goals and time specifications.
 - The Contractor shall be able to demonstrate to the satisfaction of the department of management or the DNR that its affirmative action program is productive.
 - The Contractor may be required to submit reports as requested by the department of management. The department of management may request other relevant information from a contractor at any time.
 - The Department of Management may undertake a compliance review of the Contractor, and the Department of Management may take action, as appropriate, to seek to terminate contracts or funding found to be in violation of the rules.

**Attachment B – (Not applicable on this contract)
Additional Requirements for Federally-funded Agreements**

**Attachment C
Insurance Clause**

C.1 Insurance Policies. Contractor shall maintain in full force and effect, with insurance companies of recognized responsibility, at its expense, insurance covering its work of the type and in amounts required by this Contract, including any extensions and renewals. Contractor's insurance shall, among other things, be occurrence based and shall insure against loss or damage resulting from or related to the Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and DNR shall be named as additional insureds or loss payees, or the Contractor shall obtain an endorsement to the same effect, as applicable.

Unless otherwise requested by DNR, Contractor shall, at its sole cost, cause to be issued and maintained in effect during the entire term of this Contract not less than the insurance coverage's set forth below each naming DNR and the State of Iowa as an additional insured or loss payee, as applicable:

C.2 Type of Insurance

TYPE OF INSURANCE	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$ Amount
	Prod./Comp.	
	Aggregate	\$ Amount
	Personal injury	\$ Amount
Property Damage	Each Occurrence	\$ Amount
	Each Occurrence	\$ Amount
	Aggregate	\$ Amount
Workers Compensation and Employer Liability	As Required by Iowa law	

C.3 Professional Liability Insurance. Contractor shall procure and maintain a professional liability insurance policy that is specific to the project that is the subject of this contract. The insurance shall provide *Contract Amount* in coverage and a three-year extended discovery period following completion of the term of this contract.

C.4 Claims Provision. All insurance policies required by this Contract must provide coverage for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.

C.5 Certificates of Coverage. All insurance policies required by this Contract shall remain in full force and effect during the entire term of this Contract and any extensions or renewals thereof and shall not be canceled or amended except with the advance written approval of DNR. The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to DNR within 10 days of the date DNR enters into this Contract. The certificates shall be subject to approval by DNR. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to DNR. Approval of the insurance certificates by DNR shall not relieve the Contractor of any obligation under this Contract.

C.6 No Limitation of Liability. Acceptance of the insurance certificates by DNR shall not act to relieve Contractor of any obligation under this Contract. All insurance policies and certificates shall be issued only by

RFP Issue Date: 6/30/09

companies authorized to transact business in the State of Iowa. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract.

C.7 Warranty. Contractor warrants that it has examined its insurance coverage to determine whether DNR and the State can be named as additional insureds without creating an adverse effect on Contractor's coverage.

C.8 Waiver of Subrogation Rights. Contractor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against DNR or the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to DNR.

RFP Issue Date: 6/30/09

RFP ATTACHMENT 4
_____ TECHNICAL PROPOSAL TITLE PAGE
OR
_____ COST PROPOSAL TITLE PAGE
(Check appropriate designation)

Submitted by:	
Firm Name:	
Address:	
City, State, Zip:	
Telephone:	
FAX:	
Email Address:	
Signature:	
Print Name:	
Title:	
Date:	

_____ **Original**

_____ **Copy**

_____ **Public Copy redacting information for which confidential treatment is requested. No part of a cost proposal may be held confidential. Please refer to section 1.7.3.**

RFP Issue Date: 6/30/09

**RFP ATTACHMENT 5
POSITIVE STATEMENT OF UNDERSTANDING OF COMPLIANCE WITH
CHAPTER 1, ADMINISTRATIVE ISSUES,
AND
CHAPTER 2, CONTRACTUAL TERMS AND CONDITIONS**

I certify that I have read and understand Chapter 1, *Administrative Issues*, and Chapter 2, *Contractual Terms and Conditions* of RFP No. **ESDG550LGolds100025**. I further certify that this response to RFP No. **ESDG550LGolds100025** complies with Chapters 1 and 2.

By signing this statement, I agree to accept the contract terms and conditions stated in Chapter 2, *Contractual Terms and Conditions*; in RFP Attachment 2, *Contract Special Conditions*; and in RFP Attachment 3, *Contract General Conditions*, except as I have specifically stated below:

I further understand and agree that the exceptions listed in this statement may be rejected by DNR and the entire proposal may be deemed non-responsive, according to section 4.1.3 of RFP No. **ESDG550LGolds100025**.

Signature:_____

Date:_____

Printed Name and Title:_____

Name of Vendor Organization:_____

RFP Issue Date: 6/30/09

**RFP ATTACHMENT 6
COST PROPOSAL FORMAT**

Vendor Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc.) to provide the requested services. All pricing to be FOB Destination, freight cost included; and based on Net 60 Days Payment Terms.

Please format your cost proposal like example matrix below.

Team member		Billable rate	Hours assigned to task #				Total hours	Fee/team member
Name	Role		Task 1	Task 2	Task 3	Task 4		
<i>Connie Consultant</i>	Project Mgr	\$150.00	5	28	60	12	105	\$15,750

Project team summary			5	28	60	12	105	\$15,750
-------------------------	--	--	---	----	----	----	-----	-----------------

Signature:_____

Date:_____

Printed Name and Title:_____

Name of Vendor Organization:_____

**RFP ATTACHMENT 7
PROSPECTIVE VENDOR PROPOSAL CERTIFICATION
(To be submitted with TECHNICAL PROPOSAL)
(Use with section 1.5.6)**

PROPOSAL CERTIFICATION

I certify that I have the authority to bind the vendor indicated below to the specific terms, conditions and technical specifications required in the attached Request for Proposal No. **ESDG550LGolds100025** and offered in the vendor's proposal. I understand that by submitting this proposal, the vendor indicated below agrees to provide the services, which meet or exceed the requirements of the RFP unless noted in the proposal and at the prices quoted by the vendor.

I certify that the vendor indicated below (a) acknowledges receipt of and accepts the provisions of amendment to this RFP dated June 30, 2009 or (b) has received no amendments to this RFP.

I certify that the contents of the proposal are true and accurate and that the vendor has not knowingly made any false or misleading statements in the proposal.

I further certify that I have the authority to bind the vendor indicated below to its costs contained in this proposal, and I certify that the quoted costs will remain binding and unchangeable for the term of any contract that may result from this proposal, in accordance with the provisions of section 1.5.6 of the RFP.

I further certify that Vendor and all Vendor personnel shall comply with Iowa information technology security statutes, rules and policies, including the provisions of the information technology security policies adopted by the Iowa Department of Administrative Services (DAS) and DNR. I understand the successful vendor and individual personnel will be asked to sign similar certifications if a contract is awarded.

Signature: _____

Date: _____

Printed Name and Title: _____

Name of Vendor Organization: _____

RFP ATTACHMENT 8
PROSPECTIVE VENDOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

By signing and submitting this Proposal in response to RFP No. **ESDG550LGolds100025** the vendor is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the vendor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the department or State with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The vendor shall provide immediate written notice to the person to which this Proposal is submitted if at any time the vendor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The vendor agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or State with which this transaction originated.
5. The vendor further agrees by submitting this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or State with which this transaction originated may pursue available remedies, including suspension and/or debarment.

RFP Issue Date: 6/30/09

- (1) The vendor certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or State.
- (2) Where the vendor is unable to certify to any of the statements in this certification, such vendor shall attach an explanation to this Proposal.

Signature: Date:

Printed Name and Title

Name of Vendor Organization

Page 2 of 2

RFP ATTACHMENT 9
PROSPECTIVE VENDOR AUTHORIZATION TO RELEASE INFORMATION
(For use with sections 1.7.2 and 1.7.3)

AUTHORIZATION TO RELEASE INFORMATION

_____ (Name of vendor) hereby authorizes any person or entity, public or private, having any information concerning the vendor's background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in RFP No. **ESDG550LGolds100025**, to release such information to the DNR.

The vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The vendor acknowledges that the information and opinions given by such person or entity may affect in a negative way its chances to receive contract awards from the DNR or may otherwise affect in a negative way its reputation or operations.

The vendor accepts the risk associated with this authorization to release information. The vendor agrees to release all persons, entities, the DNR, and the State of Iowa from any liability whatsoever that may be incurred as a result of the release of information which occurs following the execution of this authorization to release information or following the use in any way by any person of the information obtained.

Printed Name of Vendor Organization

Signature of Authorized Representative

Date

Printed Name and Title

**RFP ATTACHMENT 10
PROSPECTIVE VENDOR CERTIFICATION OF CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

CERTIFICATION OF CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

I _____
(Print Name)

For _____
(Vendor)

acknowledge that in the performance of responsibilities under a contract my company may acquire or have access information regarding State of Iowa employees, clients and/or Iowa citizens and that such information is designated as "proprietary and confidential".

I acknowledge that my company may be subject to significant Federal and State criminal and civil penalties if it misuses or improperly releases / discloses the confidential information it may acquire or have access to.

Therefore, my company agrees not to disclose or misuse such information except for purposes of performing under the contract. If there is doubt over confidentiality, we will regard it as confidential information. We further agree to adhere to any written procedures and policies with respect to the handling of confidential information.

I understand, acknowledge, and agree that this confidentiality and nondisclosure agreement remains in full force and effect after the conclusion, termination or expiration of the contract.

Signature Date

**RFP ATTACHMENT 11
PROSPECTIVE VENDOR
CERTIFICATION REGARDING REGISTRATION, COLLECTION, AND REMISSION OF STATE SALES
AND USE TAX**

**CERTIFICATION REGARDING REGISTRATION, COLLECTION, AND REMISSION
OF STATE SALES AND USE TAX**

Pursuant to Iowa Code sections 423.2(9A) and 423.5(8), a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under Iowa Code chapter 423 on all sales of tangible personal property and enumerated services. The Act also requires vendors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a proposal in response to Request for Proposal No. **ESDG550LGolds100025**, the undersigned certifies the following: (check the applicable box)

☐ Our Company is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432;

OR

☐ Our Company is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) & (43).

Our Company also acknowledges that the State of Iowa may declare our bid or resulting contract void if the above certification is false. Our Company also understands that fraudulent certification may result in the State of Iowa or its representative filing for damages for breach of contract.

Printed Name of Vendor Organization

Signature of Authorized Representative

Date

Printed Name and Title